

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
ARCS & ANGLES, INC. and
ZAHNER DESIGN GROUP LTD.,

07 Civ. 10378 (RPP)

Plaintiffs,

CONSENT JUDGMENT

-against-

NEILMAX INDUSTRIES, INC. and
NIRANJAN PATEL,

Defendants.

A. Plaintiffs, Arcs & Angles, Inc. and Zahner Design Group Ltd., and defendants, Neilmax Industries, Inc. ("Neilmax") and Niranjan Patel, have agreed to the entry of this Consent Judgment, which incorporates certain terms, admissions, and covenants of settlement as set forth in the Settlement Agreement resolving the dispute between plaintiffs and defendants.

B. Each of the parties has read this Consent Judgment and agrees to be fully bound by its terms.

Therefore, IT IS SO ORDERED, ADJUDGED AND DECREED:

1. During the term of United States Patent No. 6,494,248, Neilmax and any officers, directors, shareholders, employees, successors and assigns of Neilmax, and all those in privity with Neilmax (including but limited to Niranjan Patel), shall cease and desist from:

(a) manufacturing, producing, distributing, circulating, selling, offering for sale, using, importing, advertising, promoting, or displaying the curtain ring shown in *Exhibit A* or any colorable imitation thereof ;

(b) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraph (a) above.

2. During the term of United States Patent No. 6,935,402, Neilmax and any

officers, directors, shareholders, employees, successors and assigns of Neilmax, and all those in privity with Neilmax (including but limited to Niranjana Patel), shall cease and desist from:

(a) manufacturing, producing, distributing, circulating, selling, offering for sale, using, importing, advertising, promoting, or displaying the curtain ring shown in *Exhibit A* or any colorable imitation thereof;

(b) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraph (a) above.

3. Neilmax and any officers, directors, shareholders, employees, successors and assigns of Neilmax and all those in privity with Neilmax (including but limited to Niranjana Patel) shall cease and desist from displaying in any medium, now known or later developed, any image of any product sold under the mark registered in the United States Patent and Trademark Office on the Supplemental Register as Registration No. 2,381,995, unless authorized by Arcs & Angles, Inc., including but limited to the Curved Shower Rod & Hook Free Curtain image shown in *Exhibit B*.

4. In addition to any other remedy provided by law, in the event that Neilmax is found to have breached any provision of Paragraph 1 or Paragraph 2 or Paragraph 3 of this Judgment, Neilmax shall pay to Arcs & Angles, Inc. liquidated damages in the amount of \$100 per day, per item, from the date of the breach through the date such breach is cured.

5. In addition to any other remedy provided by law, in the event that Niranjana Patel is found to have breached any provision of Paragraph 1 or Paragraph 2 or Paragraph 3 of this Judgment, Niranjana Patel shall pay to Arcs & Angles, Inc. liquidated damages in the amount of \$100 per day, per item, from the date of the breach through the date such breach is cured.

6. The Court shall continue to exercise jurisdiction over the parties for the purpose of interpretation and enforcement of the Settlement Agreement and this Consent Judgment.

7. The parties have consented to the entry of this Consent Judgment without further notice.

Dated: New York, New York
February 8, 2008

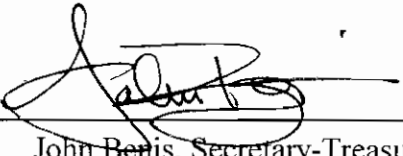

United States District Court Judge

M

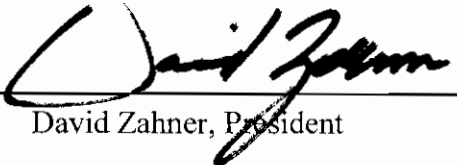
**THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON _____**

Plaintiffs, Arcs & Angles, Inc. and Zahner Design Group Ltd., and defendants, Neilmax Industries, Inc. and Niranjana Patel, hereby consent to and approve the foregoing judgment as to form and content, hereby consent to the entry thereof without further notice, and hereby waive all rights of appeal that they, or any of them, may have from said Judgment.

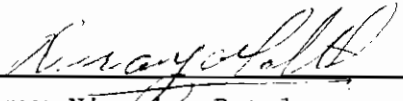
ARCS & ANGLES, INC.


By: 
John Benis, Secretary-Treasurer

ZAHNER DESIGN GROUP LTD.

By: 
David Zahner, President

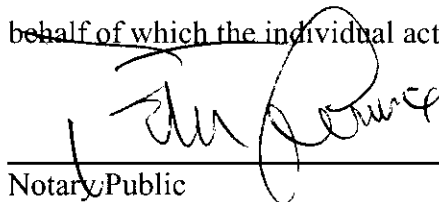
NEILMAX INDUSTRIES, INC..

By: 
Name: Niranjana Patel
Title: President


NIRANJANA PATEL

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 7th day of ~~January~~ ^{February} 2008, before me, the undersigned, personally appeared John Benis, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

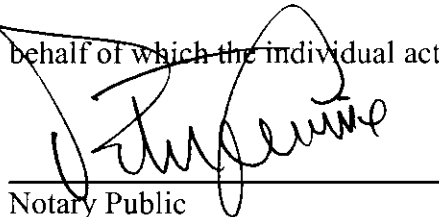


Notary Public

PETER LEVINE
Notary Public - State of New York
No. 02LE4981365
Qualified in Westchester County
Commission Expires 5/13/07

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 6th day of ~~January~~ ^{February} 2008, before me, the undersigned, personally appeared David Zahner, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

PETER LEVINE
Notary Public - State of New York
No. 02LE4981365
Qualified in Westchester County
Commission Expires 5/13/07

STATE OF NEW JERSEY)
)ss.:
COUNTY OF Morris)

On the 3rd day of ~~January~~ February 2008, before me, the undersigned, personally appeared Niranjan Patel, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Edison, State of New Jersey.




Notary Public

C2/22/08

STATE OF NEW JERSEY)
)ss.:
COUNTY OF Morris)

On the 2nd day of ~~January~~ February 2008, before me, the undersigned, personally appeared Niranjan Patel, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Edison, State of New Jersey.

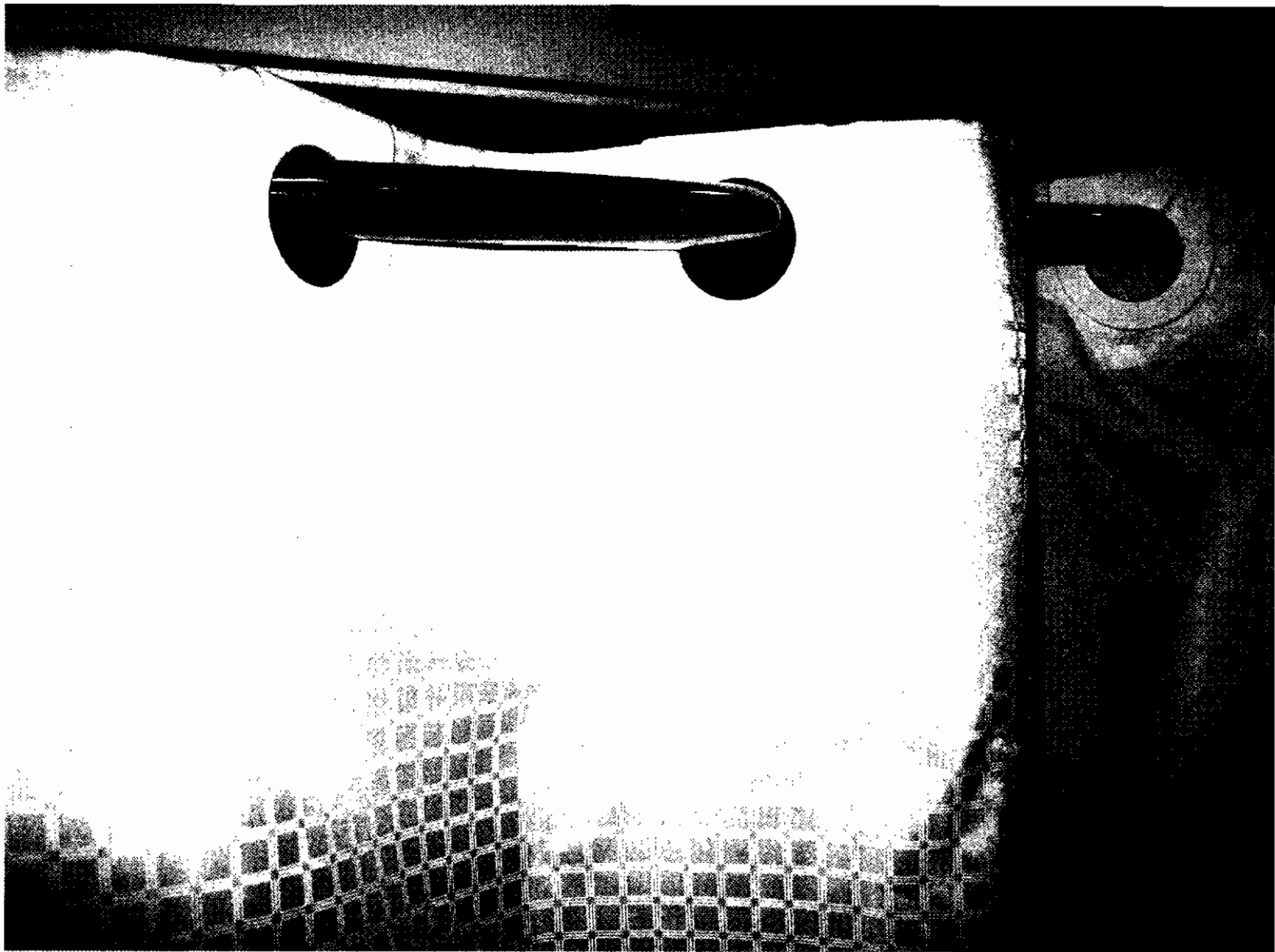


Notary Public

C2/22/08

EXHIBIT A





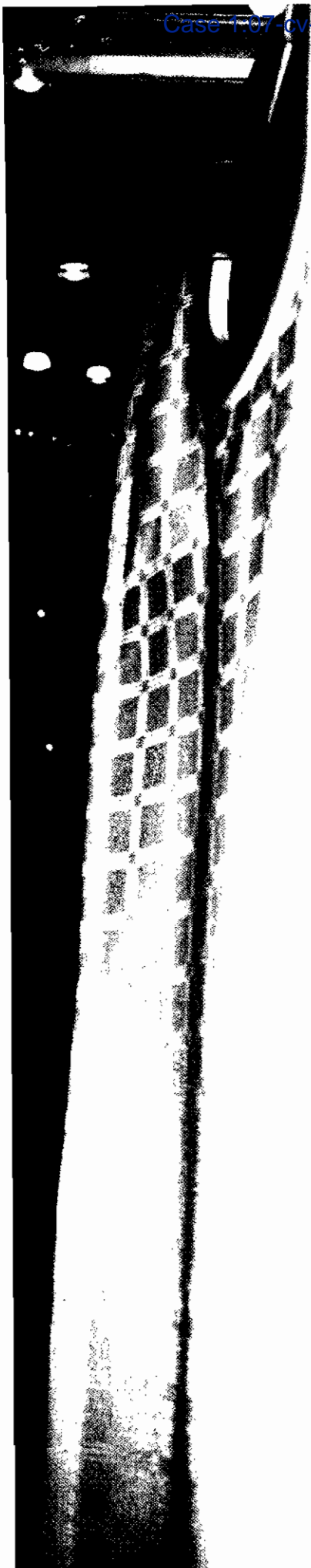




EXHIBIT B

Neilmax

Innovative Hospitality Products

LCD TV's

32"
LCD
Only



\$ 629

We sale all major brand TV's
Mounting Swivels also available

Double Quilted, Double Stitched

Bedspreads

8 oz,
100% Polyester
With Colored
Poly-Cotton Back



Full XL \$34.99
Queen \$39.99
King \$44.99

4 ASSORTED DESIGNS



Royal Jingle



Summer Feast



Rose Heaven



Jambalaya

Iron With Holder

\$ 19:99

NEW



Three way electronic shut-off
Retractable cord with push button control
Non-stick coating for smooth gliding
Push button steam/dry selector

Neilmax

**NO NUISANCE Single Day
Alarm Clock Radio**



\$ 9:99

**NO NUISANCE Single Day Alarm
CD Clock Radio with MP3/IPOD input**



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US & FOREIGN PATENTS PENDING

Curved Shower Rod & Hookfree Curtain Combo



\$24:99

NEW &
Improved

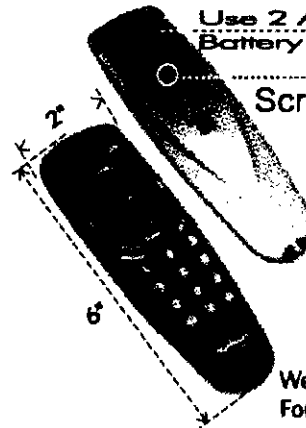
Straight & Curved Design
Fits In your existing rod holes

Tilt proof with gone through pin

Universal REMOTE

Use 2 AAA
Battery

Neilmax



Screw For Back Cover

**CAN STOP
LOST / STOLEN
BATTERIES**

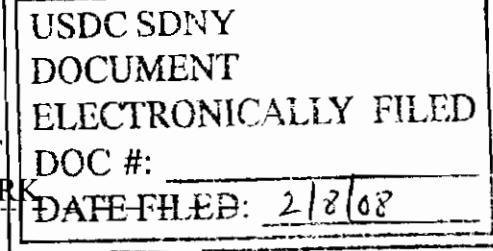
**50 pcs..\$4.99 Each
100 pcs..\$3.99 Each**

We also have Non-Programming Remotes
For all Major Brand TV's

WHOLESALE, DISTRIBUTORS & MANUFACTURER SALES REP'S WANTED NATIONWIDE

Neilmax

Neilmax Industries Inc.
225 Terminal Ave. clark NJ 07066
PHONE: (732) 680-1001 • FAX: (732) 680-1255
Email: neilmax1001@aol.com



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SOUTHERN DISTRICT OF NEW YORK
ARCS & ANGLES, INC. and
ZAHNER DESIGN GROUP LTD.,

07 Civ. 10378 (RPP)

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CONSENT JUDGMENT

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Therefore, IT IS SO ORDERED, ADJUDGED AND DECREED:

1. During the term of United States Patent No. 6,494,248, Neilmax and any officers, directors, shareholders, employees, successors and assigns of Neilmax, and all those in privity with Neilmax (including but limited to Niranjan Patel), shall cease and desist from:

(a) manufacturing, producing, distributing, circulating, selling, offering for sale, using, importing, advertising, promoting, or displaying the curtain ring shown in *Exhibit A* or any colorable imitation thereof ;

(b) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraph (a) above.

2. During the term of United States Patent No. 6,935,402, Neilmax and any

officers, directors, shareholders, employees, successors and assigns of Neilmax, and all those in privity with Neilmax (including but limited to Niranjana Patel), shall cease and desist from:

(a) manufacturing, producing, distributing, circulating, selling, offering for sale, using, importing, advertising, promoting, or displaying the curtain ring shown in *Exhibit A* or any colorable imitation thereof;

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4. In addition to any other remedy provided by law, in the event that Neilmax is found to have breached any provision of Paragraph 1 or Paragraph 2 or Paragraph 3 of this Judgment, Neilmax shall pay to Arcs & Angles, Inc. liquidated damages in the amount of \$100 per day, per item, from the date of the breach through the date such breach is cured.

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Dated: New York, New York
February 8, 2008



United States District Court Judge

M

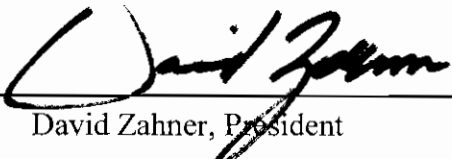
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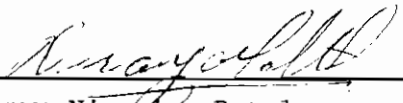
ARCS & ANGLES, INC.

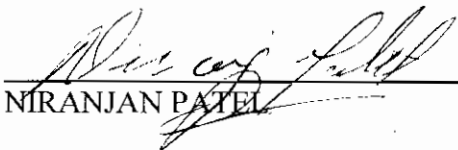
By: 
John Benis, Secretary-Treasurer

ZAHNER DESIGN GROUP LTD.

By: 
David Zahner, President

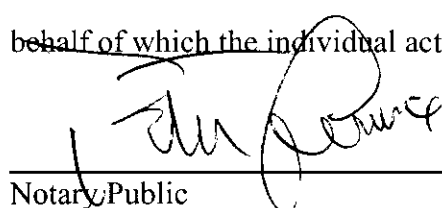
NEILMAX INDUSTRIES, INC..

By: 
Name: Niranjana Patel
Title: President


NIRANJANA PATEL

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 7th day of ~~January~~ ^{February} 2008, before me, the undersigned, personally appeared John Benis, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

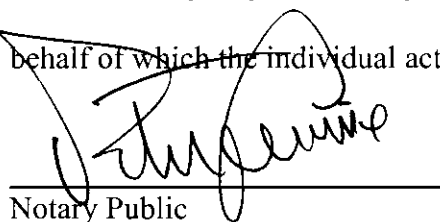


Notary Public

PETER LEVINE
Notary Public - State of New York
No. 02LE4981365
Qualified in Westchester County
Commission Expires 5/13/07

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 6th day of ~~January~~ ^{February} 2008, before me, the undersigned, personally appeared David Zahner, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

PETER LEVINE
Notary Public - State of New York
No. 02LE4981365
Qualified in Westchester County
Commission Expires 5/13/07

STATE OF NEW JERSEY)
)ss.:
COUNTY OF Essex)

On the 2nd day of ~~January~~ February 2008, before me, the undersigned, personally appeared Niranjan Patel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Edison, State of New Jersey.


Notary Public

02/02/08

STATE OF NEW JERSEY)
)ss.:
COUNTY OF Monmouth)

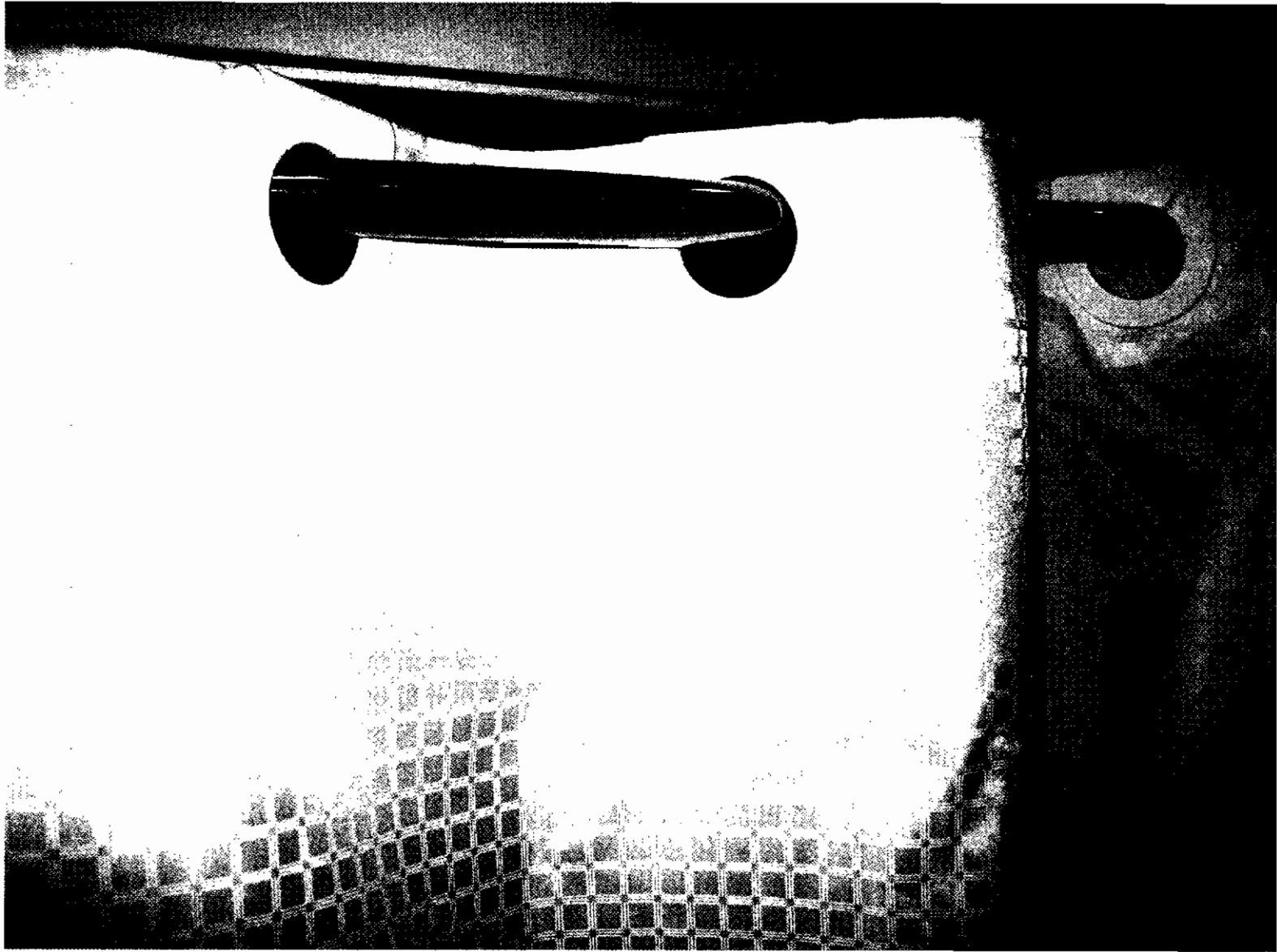
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Notary Public

C2/e2/vx

EXHIBIT A





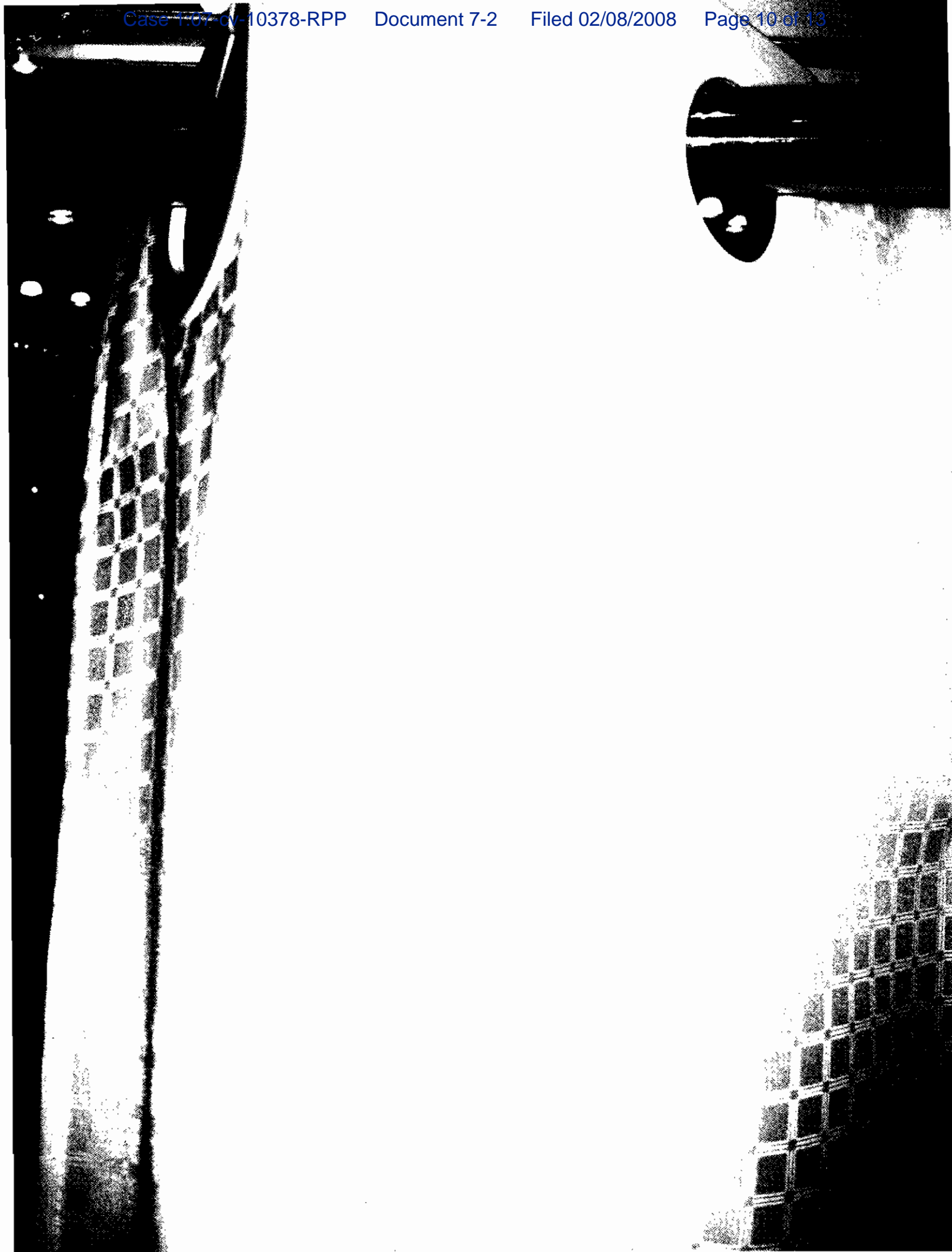




EXHIBIT B

Neilmax

Innovative Hospitality Products

LCD TV's

32"
LCD
Only



\$ 629

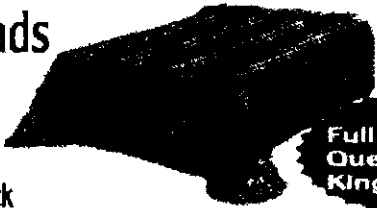
We sale all major brand TV's
Mounting Swivels also available

Double Quilted, Double Stitched



Bedspreads

8 oz,
100% Polyester
With Colored
Poly-Cotton Back



Full XL \$34.99
Queen \$39.99
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4 ASSORTED DESIGNS



Royal Jingle



Summer Feast



Rose Heaven



Jambalaya

Iron With Holder

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NEW



Three way electronic shut-off
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Neilmax

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**NEW &
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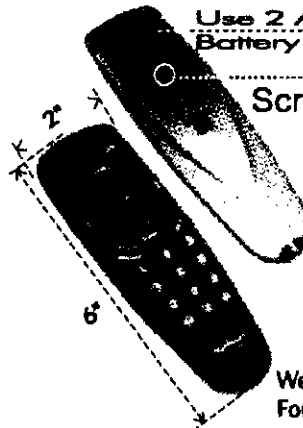
Straight & Curved Design
Fits In your existing rod holes

Tilt proof with gone through pin

Universal REMOTE

Use 2 AAA
Battery

Neilmax



Screw For Back Cover

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LOST / STOLEN
BATTERIES**

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WHOLESALE, DISTRIBUTORS & MANUFACTURER SALES REP'S WANTED NATIONWIDE

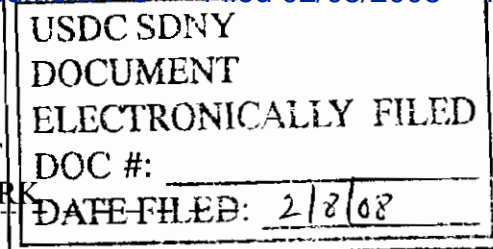
Neilmax

Neilmax Industries Inc.

225 Terminal Ave. Clark NJ 07066

PHONE: (732) 680-1001 • FAX: (732) 680-1255

Email: neilmax1001@aol.com



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ARCS & ANGLES, INC. and
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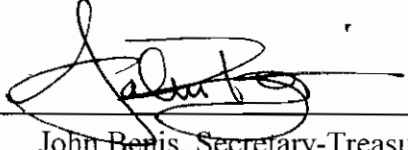

United States District Court Judge

M

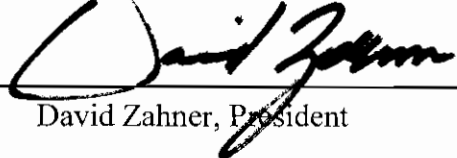
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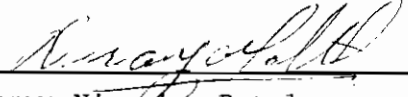
ARCS & ANGLES, INC.

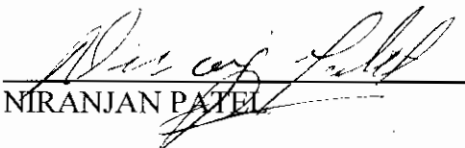
By: 
John Benis, Secretary-Treasurer

ZAHNER DESIGN GROUP LTD.

By: 
David Zahner, President

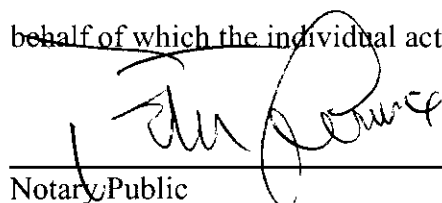
NEILMAX INDUSTRIES, INC..

By: 
Name: Niranjana Patel
Title: President


NIRANJANA PATEL

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 7th day of ~~January~~ February 2008, before me, the undersigned, personally appeared John Benis, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

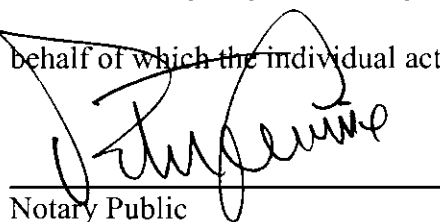


Notary Public

PETER LEVINE
Notary Public - State of New York
No. 02LE4981365
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Commission Expires 5/13/07

STATE OF NEW YORK)
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EXHIBIT A



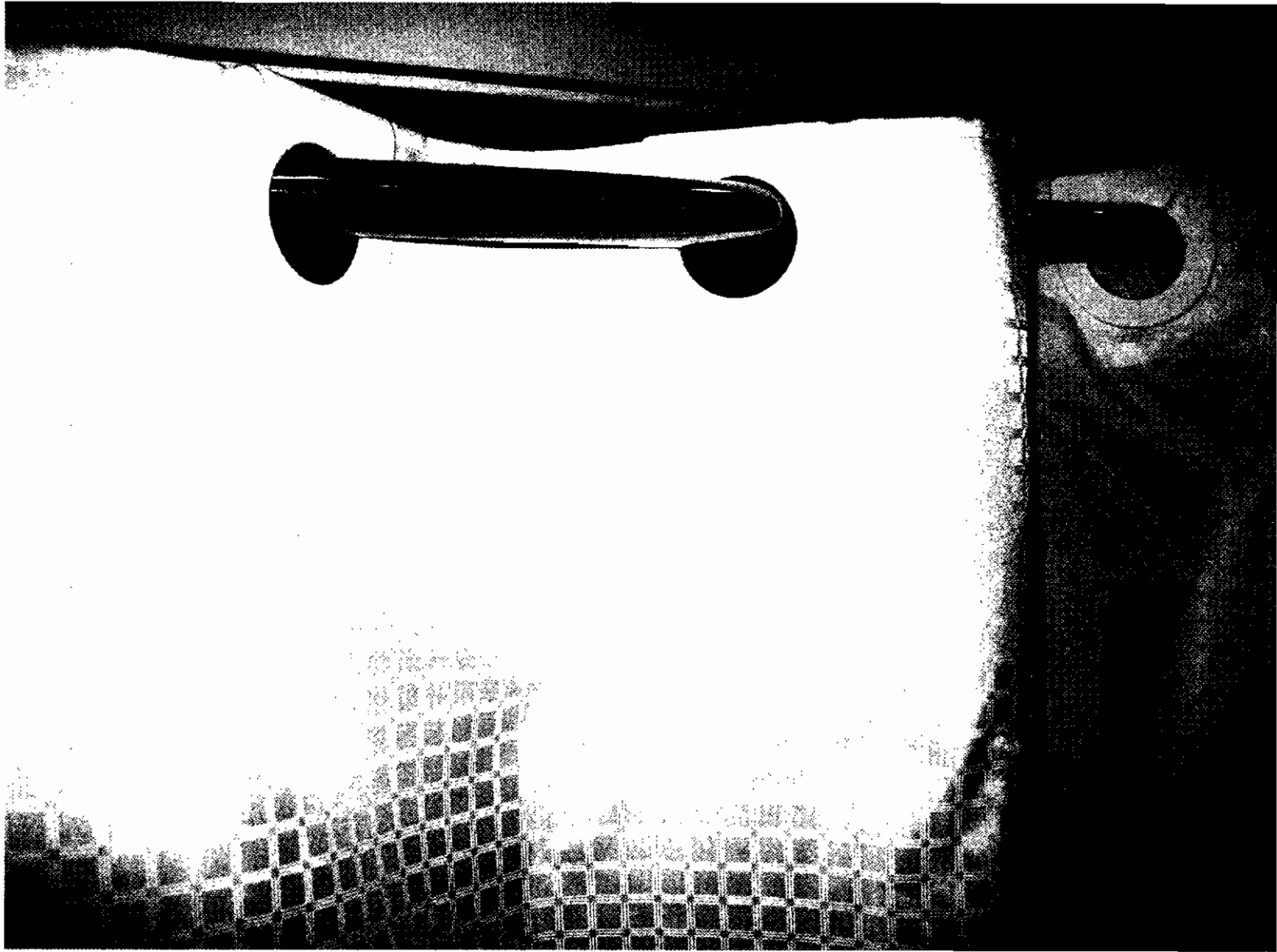






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Neilmax

Innovative Hospitality Products

LCD TV's

32"
LCD
Only



\$ 629

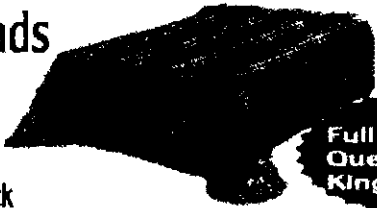
We sale all major brand TV's
Mounting Swivels also available

Double Quilted, Double Stitched



Bedspreads

8 oz,
100% Polyester
With Colored
Poly-Cotton Back



Full XL \$34.99
Queen \$39.99
King \$44.99

4 ASSORTED DESIGNS



Royal Jingle



Summer Feast



Rose Heaven



Jambalaya

Iron With Holder

\$ 19:99

NEW



Three way electronic shut-off
Retractable cord with push button control
Non-stick coating for smooth gliding
Push button steam/dry selector

Neilmax

**NO NUISANCE Single Day
Alarm Clock Radio**



\$ 9:99

**NO NUISANCE Single Day Alarm
CD Clock Radio with MP3/IPOD input**



\$ 49:99

US & FOREIGN PATENTS PENDING

Curved Shower Rod & Hookfree Curtain Combo



\$24:99

NEW &
Improved

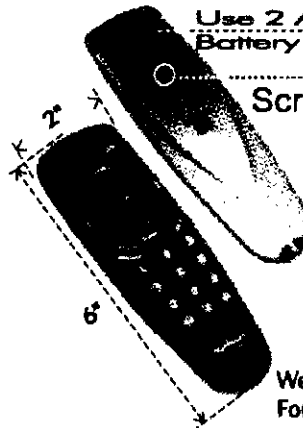
Straight & Curved Design
Fits In your existing rod holes

Tilt proof with gone through pin

Universal REMOTE

Use 2 AAA
Battery

Neilmax



Screw For Back Cover

**CAN STOP
LOST / STOLEN
BATTERIES**

**50 pcs..\$4.99 Each
100 pcs..\$3.99 Each**

We also have Non-Programming Remotes
For all Major Brand TV's

WHOLESALE, DISTRIBUTORS & MANUFACTURER SALES REP'S WANTED NATIONWIDE

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